

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Livingston Group, LLC

2. Registration No.

#6344

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☒ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the period ending _____

☐ Other purpose (*specify*) _____

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

A copy of the contract between The Livingston Group and Mer Security and Communication Systems Ltd. is attached. See Item 5 for explanation.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

The registrant's contract with Mer Security and Communication Systems Ltd. (FARA registration #6423), to provide services for the foreign principal Government of the Democratic Republic of Congo, has been renewed through March 31, 2018.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)


(Print or type name under each signature or provide electronic signature¹)

November 01, 2017

/s/ J. Allen Martin

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

	<p>The Livingston Group, LLC 499 S. Capitol Street, SW Suite 600 Washington, DC 20003 (202) 289-9881 www.livingstongroupdc.com</p>
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October 25, 2017

Mr. Omer Laviv
Chief Executive Officer
Mer Security and Communications Systems, Ltd.
5 Hatzoref Street
Holon, Israel

Dear Mr. Laviv:

Pursuant to the discussions we have had to date, we are submitting for your approval terms for the renewal of the working agreement between Mer Security and Communications Systems, Ltd. ("MER") and The Livingston Group, LLC ("TLG"). The terms of the agreement are as follows:

- This agreement will extend over a five and a half month (5.5) month period beginning October 15, 2017 and terminating March 31, 2018. It may be renewed for an additional period thereafter, upon mutual agreement of both parties in advance of the termination date. This agreement, during its term, may be terminated with or without cause at any time by either party, after thirty (30) days written notice to the other party.
- TLG agrees to provide MER with government affairs representation and lobbying service before the federal government as well as any other matters mutually agreed upon, on behalf of the Government of the Democratic Republic of Congo ("DRC").
- MER agrees to pay TLG \$60,000 USD per month plus normal out of pocket expenses (e.g. couriers, deliveries, and printing over \$100 USD per month) for the contract period. Any additional large expenses (e.g. for domestic and international travel outside of Washington, DC) shall be pre-approved and billed separately. The retainer fees for the first two months in the amount of \$60,000 USD per month is required at the time of the signature of this agreement. Thereafter, TLG shall submit a monthly invoice for retainer fees and itemized expenses to you or your designated representative. Such invoices are payable within thirty (30) days. In the event this agreement is terminated prior to the end of its term, any retainer fees paid to TLG by MER that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date thirty (30) days after notice of termination has been provided as described herein, shall be refunded by TLG to MER. Balances over 60 days are subject to finance charge of 1 percent per month. MER shall make no retainer or

other payments to TLG from federally appropriated funds or other funds from restricted or prohibited sources.

- Nothing herein shall be construed as preventing TLG from complying with applicable disclosure statutes, including the Lobby Disclosure Act and the Foreign Agents Registration Act.
- TLG agrees to abide by every applicable law or regulation covering government contracts for lobbying during the implementation of this agreement. TLG is an independent contractor, and, as such, has no authority to bind MER in any manner whatsoever, absent the express written consent of MER. TLG shall be solely responsible for the acts of its employees and/or agents and shall defend and hold MER harmless from any claims which arise from said acts. TLG shall be responsible for notifying MER of any potential conflicts between its representation of MER and any other party.
- As is true with all government relations services, we cannot and do not guarantee the results of our representation. We make no express warranties concerning this transaction, and disclaim any implied warranties concerning it.
- MER is not authorized to bind TLG in any matter whatsoever, absent the express written consent of TLG. MER shall be solely responsible for the acts of its employees and/or agents and shall defend and hold TLG harmless from any claims which arise from said acts.
- The parties agree that this agreement shall be governed by the laws of the District of Columbia without reference to the principles of the conflicts of laws thereof. All disputes arising out of this agreement shall be subject to the exclusive jurisdiction and venue of the courts of the District of Columbia (or if there is a federal jurisdiction, the United States District Court for the District of Columbia) and the parties consent to the personal jurisdiction and exclusive jurisdiction and venue of these courts.

I trust this accurately reflects the discussion we had. If you agree, please sign below and return one original to me.

Sincerely,



Robert L. Livingston
Founding Partner
The Livingston Group, LLC

Agreed to and accepted by:

Omer Laviv
Chief Executive Officer
Mer Security and Communications
Systems, Ltd.